B) 1949. File No. Agr Misc

Legal Div IV
Legal Department
F BRANCH

Subject Miscellaneous

Agreements -

For previous papers please see Div III

1938

File No. Agr Misc

IV

IV
III
F

C O N T E N T S.

Legal Department File No.AGR. MISC/49-IV

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BKS 23/5/ 5c.

B

1 84.

Indemnity Bond.

THIS DEED made at Bombay the day of one thousand nine hundred and forty nine between / - - - - - - - - - - - - ; of - - - - - - - - - - - - carrying on business of - - - - - - - - at - - - - - - (hereinafter referred to as "the Applicant" which expression shall unless the context doesnot so admit include his heirs, executors and administrators)/ - - - - - - - - - - - - - - - - all of - - - - - - - - - - carrying on business of - - - - - - - - - - - at - - - - - - under the form, name and style of Messrs. - - - - - - - - - - - - - - - - - - - (hereinafter referred to as "the Applicants" which expression shall unless the context does not so admit include their respective heirs, executors and administrators)/ of the one part and the Governor of Bombay (hereinafter referred to as "the Government" which expression shall unless the context does not so admit include his successors in office and assigns) of the other part.

WHEREAS the Applicant/s applied to the Government for a licence for carrying on business of a producer/importer/wholesaler/retailer under the Bombay Charcoal and Firewood Trade Licencing Order, 1949, and deposited with the Government a sum of Rupees - - - - - - as fees and a sum of Rupees - - - - as deposit aggregating to Rs. - - - - - in respect of the said licence.

AND WHEREAS the Government having rejected the application for licence of the Applicant/s the Applicant/s are entitled to a refund of said sum of - - - - - - deposited with the Government, as provided in sub-clause (6) of clause (9) of the Bombay Charcoal and Firewood Trade Licensing Order, 1949.

AND WHEREAS the Applicant/s having applied to the Government for the refund of the said sum of Rs. - - - - - the Government has agreed to refund to the Applicant/s the said sum of - - - - - deposited with them on the return the ~~cash~~ receipts in respect of the said licence fee and deposit duly discharged and cancelled.

AND WHEREAS the applicant/s has/have represented to the Government and he/they hereby declare/s that the said cash receipts for the licence fee and deposit passed by the Government has been mislaid, lost or destroyed and has/have applied to the Government for the refund of the said licence fee and deposit without insisting upon the applicant/s returning the cash receipts duly discharged and cancelled which the Government have agreed to do upon having the indemnity as is hereinafter contained

Now this Deed witnesseth that in consideration of the premises and of the sum of Rupees - - - - - - only (Rs.) paid to the applicant/s by the Government (the receipt of which the applicant/s doth/do hereby acknowledge) the applicant/s doth/do hereby agree to save harmless and keep indemnified the Government from and against all claims and demands made in respect of the said original cash receipts for Rs. - - - - - in respect of the licence fee and Rs. - - - - - in respect of the deposit and from and against all damages, losses, costs charges and expenses which the Government may sustain incur or be liable to for or in consequence of any such claims or demands by reason of the Government having paid the applicant the said aggregate sum of Rs. - - - - - without insisting upon the return of the said original cash receipts duly discharged and cancelled.

In witness whereof the applicant/s has/have set his/their respective hand/s hereto the day and year first above written.

Signed and delivered by)
- - - - - - - - - - - -)
the applicant/s above named) Signature/s
in the presence of)

1.

2.

kam. 9.8.49.

Legal Department.

A revised draft Indemnity Bond is appended.

BN 11/8
Solicitor to Government.

U.R.to C.S.D.,No. 9129 ,dated the 12th August 1949.

MRP.
11/8.

Issued
12/8

Submitted after issue
File in Dgn Meeting

PKP
13/8

Solr. EN 13/8

- 6 AUG 1949

Security Deposit.

Legal heirs of deceased Government servants: Form of Indemnity Bond to be executed in case of refund of — to.

THE SECRETARY TO GOVERNMENT
LEGAL DEPARTMENT
File No. 12162
Suit No. 9/8/49
Date

GOVERNMENT OF BOMBAY

FINANCE DEPARTMENT.

Resolution No. 8499.

Bombay Castle, 16th June 1949.

Read letter No. R. 1-84881, dated 6th January 1948, from the Manager, Yeravda Prison Press, Poona.

Read Government Circular, Home Department, No. 5940/3-II, dated 27th October 1936.

Read Government Resolution, Finance Department, No. 8499, dated 15th October 1948.

RESOLUTION.—Government is pleased to prescribe the accompanying form of Indemnity Bond in place of the form printed as an accompaniment to Government Resolution, Finance Department, No. 8499, dated 3rd November 1930.

2. The Superintendent, Government Printing and Stationery, Bombay, should be requested to have the form of Indemnity Bond printed as a standard form. The cost of printing should be debited to the head "25-General Administration".

3. The officers concerned should communicate their annual requirements in respect of the form direct to the Superintendent, Government Printing and Stationery, Bombay, within two months of the date of receipt of this resolution.

By order of the Governor of Bombay,

V. M. JOSHI,
Deputy Secretary to Government.

To

The Accountant General, Bombay,
The Private Secretary to Governor,
The Secretary, Bombay Public Service Commission,
*The Prothonotary and Senior Master, High Court, Bombay,
*The Registrar, High Court, Appellate Side, Bombay,
All heads of offices under the several Departments of the Secretariat
All Departments of the Secretariat.

*By letter.

K Fin H 28

No. of 1949.

Copy forwarded for information and guidance to

INDEMNITY BOND.

KNOW ALL MEN BY THESE PRESENTS THAT I, the undersigned* Mr. of the late an employee in the Department of the Government of Bombay, am held and firmly bound to the Governor of Bombay (hereinafter referred to as "the Governor") in the sum of, rupees (Rs.) to be paid to the Governor, his successors in office or assigns for which payment well and truly to be made I bind myself, my heirs, executors, administrators and assigns by these presents.

Dated the day of 19 .

WHEREAS the said Mr. (hereinafter referred to as "the deceased") had prior to his death on or about the day of 19 , in virtue of his appointment on 19 held and exercised the office of in the Department of the Government of Bombay; AND WHEREAS the deceased in consideration of his appointment had, †[under an agreement dated the hereinafter referred to as "the said agreement" *inter alia* by way of security, delivered to, deposited with, and endorsed over to the Government securities for rupees (Rs.), particulars of which are set forth and specified in the Schedule here under written]†[deposited cash to the amount of rupees (Rs.) in the Post Office Savings Bank at upon the conditions specified in the agreement dated the 19 hereinafter referred to as "the said agreement"]†[agreed to deposit with security to the amount of rupees (Rs.) AND WHEREAS the deceased being unable to furnish the required amount of rupees (Rs.) at once, had requested and agreed that the said amount be accumulated by deduction from his pay of consecutive monthly instalments each of rupees (Rs.) and that each such instalment until the whole sum of rupees (Rs.) was completed and thereafter the whole sum rupees (Rs.) should be deposited with and retained by as security upon the conditions specified in the agreement dated hereinafter referred to as "the said agreement" AND WHEREAS such deductions were made and the amount of rupees (Rs.) was accumulated and deposited with and retained by as security] hereinafter referred to as "the said security"; AND WHEREAS by the said agreement dated the day of 19 it was stipulated that the said security should be and remain with Government or any officer having authority under Government with full power to sell and dispose of or get in the same upon the conditions mentioned therein.

AND WHEREAS the deceased hath well and truly paid and applied all sums of money and other property received by him in virtue of his office and rendered true accounts thereof and discharged the duties of his office honestly and to the best of his ability and did not quit or neglect the service of Government, and did otherwise fully conform to the conditions of the said agreement and was entitled to the return of the said security, AND WHEREAS, I have applied to the Government of Bombay that the said security should be paid or delivered to me.

AND WHEREAS the Government of Bombay has agreed to pay/deliver the said security to me on my agreeing to indemnify the Governor of Bombay in respect of such Payment/delivery.

NOW the condition of the above written bond is such that if from the date the said security is paid/delivered to me I and my heirs, executors, administrators, and assigns shall at all times hereafter keep fully indemnified and save harmless the Governor of Bombay, his successors in office and assigns from all actions, suits, demands and claims, whatsoever which may hereafter be made by any person or persons against the Governor of Bombay, his successors in office or assigns, in anywise concerning or in regard to or in respect of the said payment/delivery then this obligation shall be void and of no effect; otherwise it shall remain in full force and virtue.

---

* Here state relationship of the deceased.

† The required clause should be retained and the other two clauses cancelled.

31

Signed and delivered by the above named

.....

In the presence of

Signatures of witnesses .....

.....

SURETY BOND.

I/We of hereby declare myself/ourselves surety/sureties jointly and severally for the above named and guarantee that he shall do all that he has undertaken to do under the aforesaid bond and in case of his making default therein I/we bind myself/ourselves my/our heirs, executors, administrators and assigns to pay to the Governor of Bombay the sum of rupees** (Rs.

Dated this day of

Signed and delivered by the above named sureties in the presence of

1.....

2.....

** Here enter amount sufficient to cover the amount of security returned.

Submitted -
File in Agn Meeting
MAP
19/6
Sol

B)

THIS AGREEMENT made at the day of One thousand Nine hundred and forty nine BETWEEN THE GOVERNOR OF BOMBAY (hereinafter referred to as "the Government" which expression shall, unless the context does not so admit, include his successors and assigns) of the one part and of in taluka district Hindu / Mohamedan inhabitant, (hereinafter referred to as " the Agriculturist" which expression shall unless the context does not so admit include his heirs, executors and administrators) of the other part.

WHEREAS the Government has under Government Circular, Agricultural & Rural Development Department No.1728, dated the 26th April 1948 decided to grant to agriculturists, subsidy equal to the amount of sales tax paid by them on the agricultural machinery purchased by them.

AND WHEREAS the Agriculturist has applied to the Government for a subsidy of Rs. ____ towards the sales tax paid by him on the purchase of agricultural machinery from Messrs. ..... and Company on the ..... day of ..... 1949, which machinery is more particularly described in the schedule hereunder written and has submitte to the Collector of .....(hereinafter called the "Collector") the receipt in respect of the said purchase for his verification.

AND WHEREAS the Government has agreed to grant to the Agriculturist a subsidy of Rupees .....(Rs.) towards the sales tax paid by him in respect of the purchase of the said machinery upon the terms and subject to conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of Rs. .....(being the amount equivalent to the amount of sales tax paid by him in respect of the purchase of the said machinery) paid by the Government to the Agriculturist on or before the execution of this Agreement as and by way of subsidy under the aforesaid scheme , the Agriculturist hereby agrees as follows:--

1. During the aforesaid period of five years from the (date of purchase or receipt of the machinery) , the Agriculturist shall :-

(a) maintain the said machinery in good and proper working order and condition to the entire satisfaction of the Collector of .....;

(b) not assign, sub-let, sell or anywise dispose of the said machinery except with the previous consent in writing of the Collector;

(c) use the said machinery only for the purpose of growing food-crops such as cereals, pulses & vegetables (excluding chillies) as may from time to time be directed by the Collector.

(d) submit to the Collector on or before the ---------- of every month a report about the progress of his work of growing food-crops with the said machinery.

2. If the Agriculturist shall fail to utilise the Agricultural machinery for the purpose of growing food-crops to the satisfaction of the Collector or commits breach of any of the conditions herein contained the Government shall without prejudice to its other remedies be entitled to recover from the Agriculturist the entire amount of the subsidy paid by the Government to the Agriculturist in persuance hereof together with interest thereon at % per annum, as arrears of land revenue.

3. The Agriculturist / Government shall bear the stamp-duty payable in respect of this Agreement and its duplicate.

IN WITNESS WHEREOF the agriculturist has set his hand hereto the day and year first above written.

SCHEDULE.

(Description of Machinery).

Signed and delivered by the above named
Agriculturist
in the presence of

1

2

1949 7

THIS MORTGAGE made at the
day of onethousand nine hundred and
forty BETWEEN

Inhabitant (hereinafter referred
which expression shall unless the cont
include his/heirs, executors, administrators and assigns)
of the one part, and THE GOVERNOR OF BOMBAY (herein referre
to as "The Mortgagee" which expression shall, unless the
context does not so admit, include his successors and
assigns) of the other part.

WHEREAS the Mortgagor/s is/are seized and possessed of and otherwise well and sufficiently entitled to the land hereditaments and premises situate lying and being at and more particularly described in the First schedule hereunder written.

AND WHEREAS the Mortgagor/s applied to the Mortgagee for a loan of Rs. for
AND WHEREAS under the scheme sanctioned by G. R. R.D. No. 453 /39 dated 17th June 1947 for the grant of financial assistance to educated persons in starting or developping cottage industries the Mortgagee has agreed toadvance to the Mortgagor/s the said sum of Rs. in one/two instalments upon the Mortgagor/s having agreed to secure repayment thereof in the manner hereinafter prescribed.

NOW THIS MOR-TGAGE WITNESSETH AS FOLLOWS:-

1. In pursuance of the saidagreement and in consideration of the sum of Rs. (Rupees

paid to the Mortgagor/s by the Joint Registrar for Industries Cooperatives and village Industries, Bombay Province (hereinafter called "~~THE JOINT REGISTRAR~~ The Joint Registrar") on behalf of the

Mortgage on or before the execution of these presents as first advance on account of the said loan(the receipt whereof the Mortgagor/s doth/ do hereby admit and acknowledge and of and from the same doth/do hereby release and discharge the Mortgagee) and in consideration of any further sum not exceeding to be hereafter advanced subject to the fulfilment of the conditions on the part of the Mortgagor hereinafter contained (hereinafter called "the final instalment of the loan) the Mortgagor/s doth/do hereby covenant with the Mortgagee that the Mortgagor/s will repay to the Mortgagee at the place and in the manner hereinafter provided the said sum of Rupees and also the final instalment of the loan (if advanced) with interest thereon at the rate of 4 percent per annum within a period of five years from this date by equal monthly instalments of Rs. each for principal the first of such instalments to be paid --- months after the date of disbusment of the first instalment of loan and the subsequent instalments to be paid on the day of ~~~~~~~~~~ each subsequent month and after the said principal sum of Rs. is fully repaid the Mortgagor shall pay interest to the Mortgagee at the rate of 4 per cent. per annum calculated on ~~demanding~~ diminishing balances from the date of the payment of the first instalment of loan by similar payments to be paid on the day ~~~~of each month, Provided that no interest shall be payable for a period of one year and ~~ month from the date of the disbursement of the first instalment loan, .

2. In further pursuance of the said agreement and for the consideration aforesaid the Mortgagor/s doth/-do hereby grant, convey, transfer and assure unto the Mortgagee all that piece or parcel of land or ground situate lying and being at in the Registration Sub-District of and more particularly described in the First Schedule hereunder written TOGETHER

with all and singular the houses, out-houses, edifices, buildings, yards, Well, compounds, paths, water, water course, sewers, ditches, drains, trees, plants, lights liberties, easements, profits, privileges, advantages, rights members appurtenances to the said land hereditaments and premises or in anywise appertaining or with the same or any part thereof now or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto. AND TOGETHER also with all the right, title interest claim and demand whatsoever of the Mortgagor/s in to and upon the said piece or parcel of land hereditaments and premises or any part thereof TO HAVE AND TO HOLD THE SAME unto the use of the Mortgagee absolutely subject to the proviso for rademption hereinafter contained.

3. In further pursuance of the said agreement and for the consideration aforesaid the Mortgagor/s doth/do hereby assign transfer and assure unto the Mortgagee all his/ their undertakings and all his/their property and assets, present and future ~~whereof~~ the present property and assets are more particularly set out in the second Schedule hereunder written and all the estate, right, interest claim and demand of the Mortgagor/s into and upon the said undertaking property and assets TO HAVE AND TO HOLD the same unto the Mortgagee absolutely subject to the proviso for redemption hereinafter contained and subject to the right of Mortgagor/s to deal with the same in the ordinary course of business but not otherwise.

4. PROVIDED ALWAYS AND it is hereby agreed and declared that if the Mortgagor/s shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said principal sum of Rs. and the final instalment of loan together with interest thereon and shall pay all cost, charges and expenses of the Mortgagee of and incidental to this Mortgage, the Mortgagee shall upon the request and at the costs, charges and expense of the Mortgagor/s reassign and retransfer the said land

hereditments and premises and the said undertaking, property and assets of the Mortgagor/s herein before expressed tobe hereby mortgaged or charged ~~or expressed so to be~~ (hereinafter called" the Mortgaged properties" unto the Mortgagor/s or as he/they may direct and in the meantime and until default be made by the Mortgagor/s in payment of the said sum of Rs. and the final instalment of loan (if advanced) of any instalment thereof or interest thereon or any part thereof the Mortgagor/s shall remain in the possession or receipt of the rents profits and income of the mortgaged properties.

5. The said principal sum of Rs. the final instalment of loan (if advanced) or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events:-

(a) If the Mortgagor/s shall fail to pay any instalment of principal as and when it may become due and payable.

(b) If the Mortgagor/s shall make default in payment of any instalment of interest as hereinbefore provided.

(c) If a distress or execution shall be levied or enforced upon any part of the mortgaged properties or a Receiver thereof be appointed.

(d) If the Mortgagor/s shall commit breach of any one of the covenants or provisions herein contained and on his/~~its~~/their part to be observed and performed.

(e) If the Mortgagor/s shall cease to carry on business for any reason whatsoever.

(f) If the Mortgagor/s or either/ any of them are or is adjudicated insolvent.

6. As soon as the principal moneys (including the final instalment of loan if advanced) or the balance thereof shallbecome payable and the security enforceable under the last preceding clause the Mortgagee/shall be withhold payment of further instalments of the loans* entitled (without being bound to do so) to take possession

*to be paid to the Mortgagor and

or the mortgaged properties and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the Mortgagor/s or any other person whatsoever claiming under the Mortgagor/s.

7. If default shall be made in repayment of any money s due under these presents or any part thereof on the days and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of the events mentioned in clause 4 hereof the Mortgagee shall be entitled and shall have full power to sell without the intervention of the Court all or any of the mortgaged properties either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the Mortgagee shall deem proper and the Mortgagee shall have full power to buy in or rescind or vary any contract for sale of all the mortgaged properties or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the Mortgagee for the purchase money of the properties sold and for any other moneys paid to the Mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof AND IT IS HEREBY AGREED AND DECLARED that the provisions and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act, 1882, shall apply to this security.

8. AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of principal (including the final instalmen of loan if advanced) or interest shall be in arrear the sa may be recoverable from the Mortgagor/s in the same manner

as an arrear of land revenue under the provisions of the Bombay Land Revenue Code, 1879, and any amendments thereof: Provided Always that this clause shall not affect other rights, powers and remedies of the Mortgagee.

9. The Mortgagor/s doth/ hereby covenant with the Mortgagee as follows:-

(a) That the Mortgagor/s shall pay the instalments of the principal as well as interest as hereinabove provided into the Sub-Treasury of ~~latter~~ direct or through the District Central Bank or The Provincial Bank to the credit of the Government of Bombay to the budget head of as may from time to time be specified by the Joint Registrar and shall regularly forward to the Joint Registrar all the treasury chalans within eight days from the respective due dates of such instalments.

(b) That the Mortgagor/s has/ now good right and full power to grant convey and transfer the mortgaged properties hereinbefore expressed to be hereby granted conveyed and transferred as aforesaid free from all claim liens and incumbrances and that the Mortgagor/s and every other person having or claiming any estate or interest in the mortgaged properties or any part thereof will at all times at the cqts until the sale thereof of the Mortgagor/s and afterwards of the person or persons requiring the same execute and do all such assurances and acts for further and more effectually assuring the mortgaged properties or any part thereof to the Mortgagee or to such other person or persons as he may direct as shall be reasonable required;

(c) that the moneys secured by these presents shall be a first charge on the mortgaged properties and shall take preeedence over all other moneys now due or which may hereinafter be co..ed by the Mortgagor/s.

(d) that the Mortgagor/s will so long as any of the principal moneys(including the final instalment of loan, if advanced) or any interest secured by these presents shall remain unpaid and the Mortgagee shall not have taken

possession of the mortgaged properties carry on and conduct the business of the Mortgagor/s in a proper and efficient manner and for that purpose;

(i) will maintain and keep in a good and substantial state of repairs and condition the mortgaged properties expressed to be hereby assured;

(ii) will maintain a register of account of the grant in the form prescribed by the Joint Registrar and shall submit the same together with the supporting vouchers for audit to the officials of the Co-operative Department, whenever required to do so by the Registrar.

(iii) will when so directed in writing by the Joint Registra purchase all or specified articles from the grant, through him, or through the stores purchasing Department of the Government of Bombay.

(iv) will not sell, mortgage or otherwise, alienate charge or assign the mortgaged property without the previous permission in writing of the Joint Registrar ~~for Industrial Co-operatives and Village Industries, Bombay Province, Poona~~.

(v) will submit to the Joint Registrar (i) a progress report of the work for which the grant was given, with a statement showing itemwise how the Government grant was being spent by him, at such time as may be directed by general or special order of the Registrar from time to time, (ii) a final report after the work has been completed and the grant has been utilised for the same and (iii) such additional reports and information in such manner and at sub periods as may be required by the Registrar ~~Industrial Co-operatives~~ and ~~Village Industries~~.

(vi) will duly and punctually pay perform and observe all rents rates, taxes, assessments, outgoings, covenants and obligations which are to be paid observed or performed by the Mortgagor/s in respect of the mortgaged properties or otherwise howsoever;

(f) that the Mortgagor/s will permit the Mortgagee, the Joint Registrar or any person or persons authorised by him at any time and from time to time during the usual time of busines so long as any money shall remain due or owing upon the securit of these presents-

P.T.O.

(i) to inspect and examine any part of the mortgaged properties,

(ii) to inspect and examine the books of accounts and all other records of the mortgagor/s in connection with the said ~~dairy business~~, Cottage Industry and

(iii) to inspect and supervise the working of the said Cottage Industry of the mortgagor/s and render him any such assistance as may be required for any of the purposes aforesaid and will furnish to the Mortgagee or the Joint Registrar or to such person or persons as he shall from time to time appoint for the purpose all such information statements, vouchers and copies relating to the business or affairs of the Mortgagor/s or the mortgaged properties or any part thereof as he or they shall require;

(g) that the Mortgagor/s shall utilise the amount of the said loan (including the final instalment of loan if advanced) for within these month from the receipt thereof or within such further time as may be granted by the Joint Registrar and shall not use the same for any other purpose.

(h) that the Mortgagor/s will bear the stamp duty and

(Please see page No. 8)

registration charges payable in respect of these presents.

IN WITNESS WHEREOF the Mortgagor/ has / have set his/ their respective hands hereto the day and year first above written.

The First Schedule Above Referred to.

ALL THAT piece or parcel of land or ground of the quit and Ground Rent Tenure with the messuage tenaement or dwelling house standing thereon situate, lying and being at in the Registration Sub-District of containing by admeasurment square feet of thereabouts, and bounded as follows that is to say

on or towards the East by

on or towards the West by

on or towards the North by

on or towards the South by

The Second schedule above referred to (List of the present property & assets.)

Signed and delivered by the abovenamed Mortgagor/s)

In the presence of)

1 .)

2.)

Common seal of)

Ltd. the above named)

mortgagor hath pursuant to a)

resolution dated the)

day of 194 of the Board)

of Directors of the Company)

been affixed hereto)

in the presence of)

Director/Directors of the)
Company who have set their)
hands hereto in the presence)
of.)

n the case of Cooperative Societies and other Societies.

Signed and Delivered by)

Esq.)

The Chairman of the)
Society)

the abovenamed mortgagor)
hath pursuant to a resolu)
tion dated the day of)
194 of the)
Managing Committee of the)
Society set his hand)
hereto for and on behalf)
of the Society in the)
presence of)

Received of and from the)
Joint Registrar Inustrial)
Cooperative and village)
and village Industries)
on behalf of Governor of)
Bombay the sum of Rupees)

being the amount of the)
Government Loan expressed)
above to have been paid by
the Governor of Bombay to)
the Mortgagor/s above-)
named.

1.

2.

I/We say received
Mortgagor/s

27 to

Legal Department.

The proposed rules being administrative it is not necessary for the Solicitor to Government to scrutinise them.

2. A revised draft Mortgage Deed is appended for approval. In view of the proposed draft Mortgage Deed, which can cover both moveable and immoveable property an agreement as proposed by the Revenue Department is not necessary.

3. It is presumed that subsidy referred to in rule 4 will be an outright payment and Mortgage Deed will cover only the balance of the amount.

29/8

Solicitor to Government.

U.R.to R.D.,No. 9788 ,dated the 30th August 1949.

MRP.
26/8.

Issued
30/8

Submitted after review
File in Agn Ministry

MGP
31/8

Solr. BM 31/8

Agn. Ministry

B

29 + 9

INDEMNITY

THIS AGREEMENT made at Bombay the day of 1949 between of Bombay Hindu inhabitant/s residing at and carrying on business of charcoal dealer/s at under the firm, name and style of "Messrs and Coy." (hereinafter called "the Merchant/s" which expression shall, unless the context does not so admit include his/their respective/heirs, executors and administrators) of the one part and the Governor of Bombay (hereinafter referred to as "the Government", which expression shall unless the context does not so admit include his successors in office and assigns.

Whereas the Merchant/s has/have imported into the City of Bombay tons of charcoal from on the B.N. Railway, and are in possession of railway receipts bearing Nos. in respect thereof

And Whereas under an agreement with the B.N. Railway Authorities the said receipts have been issued in the name of the Director of Civil Supplies (charcoal and Fire-wood) Bombay (hereinafter referred to as "the Director".)

And Whereas the Merchant/s has/have represented to the Director that he/they is/are absolutely entitled to the charcoal imported under the said railway receipts and has/have requested to endorse the same in his/their favour.

And Whereas relying on the said representations of the Merchant/s the Director has agreed to endorse the said railway receipts upon the Merchant/s giving such indemnity to the Government as is hereinafter contained.

NOW THIS AGREEMENT WITNESSETH that in pursuance of the said agreement and in consideration of the premises the merchant/s hereby agree/s with the Government that he/they will Indemnify and keep harmless the Government against all distresses actions, proceedings, claims

costs, damages and expenses which may be levied, brought, made or incurred against the Government the Director or any other officer of the Government or which the Government may sustain or incur by reason of the Director having endorsed the railway receipts in favour of the Merchant/s in the manner aforesaid.

In Witness Whereof the said has/have hereto set his/their respective hand/s the day and year first above written.

Signed and delivered by)
in the presence of)

1.

2.

31 11

Legal Department.

A draft Indemnity Agreement is appended.

2. The Indemnity Agreement is chargeable with a stamp duty of Rs. 15/- under article 57(a) of the Schedule I to the Indian Stamp Act.

BN 2/9

Solicitor to Government.

U.R. to C.S.D. No. 10070, dated the 5th September 1949.

BM.
1.9.

Issued
cop
- 5/9

Submitted after review

File in Agenda

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Sales Rep ... 19

THIS INDENTURE made at the day of one thousand nine hundred and forty-nine Between THE GOVERNOR OF BOMBAY (hereinafter called " the Government") of the first part, THE MUNICIPAL CORPORATION OF THE CITY OF BOMBAY, a corporation constituted by the city of Bombay Municipal Act III of 1888 (hereinafter referred to as " the Corporation") of the second part BHAILAL KHUSHALDAS PATEL Esqr.I.C.S. Municipal Commissioner for the city of Bombay,of the third part and THE OFFICIAL TRUSTEE OF BOMBAY (hereinafter called " the Trustee") of the fourth part.

WHEREAS by an Indenture of Trust dated the 24th day of February 1932 and expressed to be made between Rustomji H.Patuck,(hereinafter called "the Founder") of the one part and the Trustee of the other part the Founder transferred to the Trustee sterling securities of the then estimated value of Rs.2,01,000/-(therein and also hereinafter called "the Foundation Fund") upon trust to form an endowment for a model industrial school to be established and run upon the lines indicated and stated in the second Schedule to the said Indenture of Trust.

AND WHEREAS by the third Schedule to the said Deed of Trust the Founder provided for an Organizing Board whose functions were to organize maintain and manage an industrial school on the lines indicated and stated in the second Schedule to the said Indenture of Trust and to arrange amongst other things, for suitable buildings for such school.

AND WHEREAS Clauses 2,3 and 4 of the said Indenture of Trust run as under :-

"2. Until the Establishment of a Model Industrial School upon the lines indicated in the 2nd Schedule hereto the Trustee shall accumulate the interest on the Trust Funds as an additi

to the Foundation PROVIDED ALWAYS that the Trustee shall pay to the Organizing Board mentioned in the 3rd Schedule hereto a sum not exceeding Rs.100/- per month as fixed by the Board by a Resolution and the receipt of the Chairman of such Organizing Board shall be his sufficient discharge PROVIDED ALSO that if the said School shall not be established by the 31st day of December 1946 THE TRUSTEE shall divide the foundation fund into two equal parts and shall pay and transfer one of such parts jointly to the Government of Bombay and the Bombay Municipality and another of such parts to the Trustees of the Parsee Panchayat (or other body to be named by the Founder) in each case with a request that the funds so paid and transferred may be used in the furtherance of industrial education and as regards the first of such part in such manner as Government may decide due regard being taken if Government see fit to the principles set out in the 2nd Schedule hereto and as regards the second of such parts so far as possible on the lines indicated in such schedule.

So soon as the organizing Board shall satisfy the Trustee that they have arranged for the establishment of a school on the lines indicated in the 2nd Schedule hereto the Trustee shall raise from the Foundation Fund and pay to the Organizing Board such sum not exceeding Rs.50,000/- as the Board may by Resolution (a copy whereof certified by the Chairman shall be sent to the Trustee) declare to be necessary for the furnishing and equipment of such school.

After the establishment of a school on the lines indicated in the 2nd Schedule hereto the Trustee shall divide the Foundation Fund into two equal

parts and shall pay the net income of one half to the management of such school and shall continue to accumulate the income of the other half until the said 31st day of December 1946 and shall thereupon hold such half with the accumulated income upon Trust to divide the same in manner provided and between the parties named in paragraph 2 hereof provided always that the Trustee shall if so directed in writing by the Founder pay the income of the whole of the Foundation Fund to the management from the date on which such writing is received by him and from that date the Trust for accumulation and division shall be abrogated and provided also that the Trustee shall if so directed in writing by the Founder hold such second half part with the accumulated income thereof upon similar lines in lieu of the Trusts above set out in respect of such second half part."

AND WHEREAS the Founder died in or about October 1936 without giving any such directions as are referred to in the said clauses hereinabove recited.

AND WHEREAS by a Decree dated the 3rd day of September 1940 passed in Suit No.1136 of 1940 by the members of their Organization Board, in the High Court of Judicature at Bombay in its ordinary Original Civil Jurisdiction against the Advocate General of Bombay the Trustee, the Province of Bombay, the Corporation and others it was inter alia declared that as the founder had not given directions as provided in the fourth clause of the said Indenture of Trust, the other moiety of the Foundation Fund represented by Account No.II in the

hands of the Trustee should after the end of 1946 be devisible between the parties in the proportion and manner and with the request mentioned in the 2nd clause of the Indenture of Trust i.e. one moiety thereof should be paid or transferred or delivered jointly to the Government and the Corporation and the other moiety thereof should be paid and/or transferred or delivered to the Trustees of the Parsee Panchayat funds and properties .

AND WHEREAS the said moiety of the Foundation Fund represented by the said Account No.II and consisting of Rs.11,165-13-0 in cash and Govt. securities of the face value of Rs.2,56200/- more particularly described in the Schedule hereto is at present held by the Trustee for the use and benefit of the Government and the Corporation Jointly .

AND WHEREAS the Government and the Corporation have mutually agreed that the said cash amount and Govt.securities should continue to vest in the Trustee upon trust for the purposes of the Patuck Industrial School at Andheri upon the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH as follows :-

1. The Trustee shall hold the said sum of Rs.11,165-13-0 in cash and the Govt.securities of the face value of Rs.2,56200/- more particularly described in the Schedule hereto together with all the accumulation of interest due thereon upto the 31st day of December 1948 (hereinafter collectively referred to as "the Trust fund" which expression shall where the context so admits include the cash investments for the time being representing the same ~~and the accumulations of interest due thereon upto the 31st day of December 1948~~) upon trust for the use and benefit of the Patuck Industrial School,Andheri subject to the powers and provisions hereinafter contained.

2. From 1st January 1949, the Trustee shall collect or draw the income or interest accruing on the trust fund as and when the same becomes due and payable and shall pay the net income after payment of all the proper costs and charges and expenses to the Chairman of the Patuck Industrial School, Andheri.

3. The Trustee shall have the full and absolute powers and discretion to sell and convest the securities comprised in the trust fund into money and to post-pone such sale and conversion and to invest the proceeds of any such sale or conversion aswell as any other cash for the time being comprised in the trust-fund in or upon any security autherised by law for the investment of trust-funds with power to vary such investments at his sole discretion.

4. The Trusstee may with the previous consent of the Government and the Corporation hand over to the Chairman of the said Patuck Industrial School, Andheri, any portion of the corpus of the trust fund, provided the same is required for the purposes of reorganization of the said School.

6. The Government shall bear the stamp-duty payable in respect of these presents.

6. In the event of the said Patuck Industrial school, Andheri, ceasing to exist at any time hereafter the income and the corpus shall be payable to such other School imparting industrial education and in such manner as the Government and the

Corporation may in their absolute discr
appoint.

Signed sealed and delivered by
---------- Esqr. I.C.S.
Secretary to Government, Health
and Local Government Department,
in the presence of
1
2

The Common Seal of the Municipal
Corporation of the City of Bombay
was affixed hereto in the presence
of
1 ; and
2

Two members of the Standing Committee
of the Corporation who in token of
their presence have hereinto signed
their names in the presence of

Municipal Secretary

Signed sealed and delivered by
Bhailal Khushaldas Patel Esquire,
I.C.S. Municipal Commissioner for the
City of Bombay, in the presence of :-
1
2

Signed sealed and delivered
by ---------- Esqr.
The Official Trustee of Bombay
in the presence of
1
2

39 195

B

LICENCE FOR USE OF RAILWAY LAND FOR THE ERECTION OF STRUCTURES.

AN AGREEMENT made this day of One thousand nine hundred and

Between THE GOVERNOR GENERAL OF INDIA as the executive authority of the Administration of the Great Indian Peninsula Railway (hereinafter referred to as "the Administration") of the one part and THE GOVERNOR OF BOMBAY as the executive authority of the Government of Bombay (hereinafter referred to as "the Government" which expression shall unless excluded by the context include his successors and permitted assigns) of the other part.

WHEREAS the Government requested the Administration for permission to occupy certain land belonging to the Administration situate at Sholapur and more particularly described in the Schedule hereunder written and to erect thereon Government Godowns for storing foodgrains and other commodities which the Administration agreed to grant upon the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH as follows:-

GENERAL. 1. The Administration will permit the Government as from the 14th day of May One thousand nine hundred and forty five to occupy the said piece of land more particularly described in the Schedule hereunder and shown in red on plan No. 81094 annexed hereto subject to the conditions hereinafter contained and to the payment of the

ANNUAL PAYMENT. monthly rent of Rs.

payments for the year 1949 and for all previous years of occupation having been duly paid at or before the signing of this Agreement and subsequent payments to be made in advance on the first day of January in each year during the continuance of this Agreement.

2. The Administration will permit the Government to construct keep and maintain on the said land Government Grain Godowns with all necessary works at the place shown on the said plan and to execute all repairs in connection with the same when necessary from time to time and all such works shall be carried out and executed at the cost of the Government andat such times as may be permitted and to the satisfaction of the Administration. The said Godowns shall be used only for the purpose of storing food grains and other commodities. PERMIT TO CONSTRUCT & REPAIR THE STRUCTURES.

2A. The Government shall pay all the existing or future Municipal, Government or other taxes in respect of the structures now or to be hereafter erected on the said land.

3. All works in connection with the erection of the godowns as well as restoring the said land to its original condition under clause 8 hereof will be subject to supervision by the officials of the Administration and the Government will pay to the Administration on demand all costs of such supervision. The amount of the cost of such supervision as aforesaid shall be determined by the Administration. SUPERVISION.

4. The Government shall not construct any other building or erection on the said piece of land nor use the same for any purpose other than that of storing foodgrains and other commodities without the consent of the Administration. NO OTHER ERECTION.

5. The Government shall keep the said piece of land and the structures thereon in a clean tidy and sanitary condition and shall remove all waste and refuse of every kind therefrom and on its failure to do so the Administration may after giving 24 hours notice to the Government remove and dispose of at the expense of the Government and all expenses incurred in connection therewith shall be paid on demand by the Government to the Administration. TO KEEP CLEAN.

6. If and when the said land is required by the Administration for the purpose of the Sholapur remodelling scheme the Administration shall be at liberty to terminate this Agreement by giving one year's notice in writing to the Government and upon such determination the Government SUSPENSION & DETERMINATION OF AGREEMENT BY THE GOVERNOR GENERAL.

shall while in possession be entitled to remove the structures erected by the Government but shall not be entitled to any compensation therefor.

DETERMINATION OF AGREEMENT BY LICENSEE.

7. The Government may after giving to the Administration one month's notice in writing terminate this Agreement and such notice shall be sufficiently served if sent by registered post to the Chief Engineer G. I. P. Railway at Bombay or left at his office in Bombay.

RESTORING THE SITE.

8. On the termination of this Agreement and unless otherwise mutually agreed the Government shall before delivering premises at its own cost take up and remove from the said land all the structures and works erected by the Government thereon and any mate ials and/or animals belonging to the Government and shall restore the said land to its original condition at the commencement of the Agreement to the satisfaction of the Governor-General reasonable wear and tear being excepted. In the event of the Government failing to take up and remove the said structures and works as aforesaid and any materials and/or animals thereon and to restore the land to its original condition in the manner hereinbefore provided the Administration shall be entitled at its option immediately after the termination of this Agreement to carry out such work of removal and restoration and in such event the Government shall pay to the Administration on demand all costs to be incurred by the Administration in connection with such removal and restoration.

9. The Government shall hold the Administratio harmless and indemnified against all losses, damages costs, charges and expenses, claims and demands whatsoever to which the Administration may become subject or liable in respect of its own property or in respect of the property belonging to any third party resulting from any act or omission as the part of th Government or its servants or employees in using the

said land for the purposes aforesaid and shall make full compensation to the Administration for the loss or damage sustained by the Administration or for which the Administration may become liable as aforesaid.

ACCIDENT.

10. The Administration shall not be responsible for any damage to the said structures/ animals or other works and property of the Government due to any accident in its working due to reasons beyond its control.

SUBLETTING.

11. The Government shall not sublet transfer or assign the said land or otherwise transfer the benefit of this Agreement without the previous consent in writing of the Administration which shall not be unreasonably with held ?

LIMITATION OF RIGHTS.

12. Nothing herein contained shall be construed as a demise of the said land or any part thereof but the Government shall in all respect be mere licences thereof.

COST OF AGREEMENT.

13. All costs and expenses of and incidental to the preparation and completion of these presents shall be borne and paid by the Government.

IN WITNESS WHEREOF the Deputy Chief Engineer of the Great Indian Peninsula Railway, Bombay for and on behalf of the Governor-General of India and the Director of Civil Supplies (Districts) Civil Supplies Department, Bombay, for and on behalf of Government of Bombay have set their respective hands hereto the day and year first above written.

Witness to the Signature of

Deputy Chief Engineer,
G. I. P. Railway.

Deputy Chief Engineer,
G. I. P. Railway.

Witness to the Signature of

Director of Civil Supplies,
Civil Supplies Department,
Bombay.

Director of Civil Supplies,
(District) Civil Supplies,
Department, Bombay.

Legal Department.

A revised draft Agreement is appended.

The Agreement will be exempt from payment of stamp duty under proviso 1 to section 3 of the Indian Stamp Act.

BN 15/9

oc/ Solicitor to Government.

U. R. to C.S.D. No. 10528

Dated 17th September 1949.

Issued esp - 17/9

P.H.R.
15.9

Submitted after issue
File in Agn Nisi 149
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This agreement made at the day of one thousa nine hundred and forty between the Governor of Bombay (hereinafter referred to as "the Government" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) of the one part and

inhabitant of in the Taluka in the District (hereinafter referred to as "the Cultivator", which expression shall, unless excluded by or repugnant to the context, include the said Cultivator, his heirs, executors, administrators and assigns) of the other part.

WHEREAS the Cultivator being desirous of having a boring machine to take bores in his well situated in Survey No. in the village of in the Taluka in District has applied to the Government for the boring machine complete with connections and accessories more particularly described in the Schedule hereunder written (hereinafter collectively referred to as 'the Plant').

And Whereas the Government has agreed to supply the boring machine and the Cultivator has agreed to take the plant on conditions hereinafter set forth:-

NOW it is hereby agreed by and between the parties hereto as follow

1. The Government shall supply to the Cultivator the boring machine, mechanic and a mate to operate the same on the following terms and conditions:-

(a) The Agricultural Engineer to Government (hereinafter referred to as 'the Agricultural Engineer') will provide the Cultivator with a boring machine, a mechanic and a mate to operate it when it is available.

(b) In addition to the above the Agricultural Engineer will provide (1) fuel and lubricating oil, grease, coal and waste, the casing pipes, couplings and shoe-cutters required for working the said machine.

(ii)....

(ii)Labour required to erect, dismantle and work the machine.

(iii)Watchman for watching the machine at night and during the day time on holidays and bazar days.

(iv)Transport of the machine and its accessories from the place where it is lying to the site of work.

(c) If the tool gets tuck or g drops in the bore Government shall bear the cost of labour and material required to remove the same.

(d) In case it is found necessary to abandon the bore due to the failure to remove the tool, no compensation will be payable to the cultivator in respect of any loss which he may suffer on that account.

2. The Cultivator shall provide the following:-

(a) Water required for working the machine.

(b) Lodging accommodation for the mechanic and other staff sent to site of work in connection with the boring work.

3. (a) The Cultivator shall pay to the Government the following charges for the supply of the machine and the mechanic and other items as mentioned above.

S.No.	Depth from ground level, not well bottom.	4" bore per foot	6" bore per foot	8" bore per foot.
1.	0' to 100	9-0-0	11-0-0	14-0-0
2.	101' to 200	10-0-0	12-0-0	15-0-0
3.	201' to 300	11-0-0	13-0-0	16-0-0
4.	301' to 400	12-8-0	14-8-0	17-8-0
5.	401' to 500	14-0-0	16-0-0	19-0-0

(b) The payment of the above charges shall be made in advance by the cultivatorx to the Agricultural Engineer. He will pay the first advance of Rs. for the first 100 feet of work before the work is started.

Further work beyond the first 50 feet depth will be continued only after the advance for the next 50feet depth is received.

No work will be continued beyond 200 feet depth in case of M.P. Boring Machine and 400 feet depth for 6" bore, 300 feet for 8" bo and 500 feet for 4" bore in the case of Ideco Boring Machine.

(c)If the Cultivator fails to pay the 2nd instalment of advance within three days after completing the first feet

of bore, the boring machine would be dismantled and removed to another site keeping his work incomplete and no compensation would be paid to him.

(d) If sufficient quantity of water is obtained due to boring, the further work will be stopped and the balance of the advance after meeting the charges already incurred will be returned to the Cultivator.

(e) If the Cultivator fails to pay his dues as per bill presented to him the amount of bill would be recovered through the Revenue Authority as arrears of land revenue.

(f) The Government will not be responsible for any damage caused to crop whilst boring operations are in progress. This includes erection, actual boring, fishing out lost tools and dismantling the machine.

(g) In case it is found necessary by the Government or the Agricultural Engineer to stop the work at any stage, either temporarily or permanently, it will be stopped and no compensation shall be claimed by the Cultivator for the unfinished work.

4. All disputes between the parties hereto arising out of this agreement or in relation thereto shall be referred to the Jt. Director of Agriculture (Engineering) Bombay Province, Poona, whose decision shall be final and binding on both the parties to this agreement.

In witness whereof the Agricultural Engineer to Government Bombay Province, Poona, hath set his hand and the seal of his office hereto for and on behalf of the Governor of Bombay and the Cultivator hath set his hand hereto the day and the year first above written.

The Schedule referred to above.

(Particulars of the boring machine with accessories etc.)

P.T.O

Signed, sealed and delivered by ~~Poona~~

Agricultural Engineer to Government, Bombay

Bombay.

In the presence of:-

1. .....

2. .....

Signed and delivered by the abovenamed

Cultivator

in the presence of:-

1. .....

2. .....

KML/

49 Legal Department. 471

The draft Agreement as amended is in order.

BN 26/9
ocl Solicitor to Government,

✓

U.R. to A. & F.D. No. 10816 dated

24th September 1949.

PGS 24.9.49
kam.24.9.49.

Issued
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B

FORM C.

THIS INDENTURE MADE this _____ day of one thousand nine hundred and fourty nine Between THE _____ LIMITED, a Society registered under the Bombay Co-operative Societies Act 1925 and having its registered office at _____ (hereinafter called "the Society" which expression shall include where the context admits its successors and assigns) of the one part and Governor of Bombay (hereinafter called "the Government" which expression shall include where the context so admits his successors and assigns) of the other part.

WHEREAS the Society is entitled to the land described in the Schedule hereto under a _____ (deed of sale, lease or agreement as the case may be) dated the day of one thousand nine hundred and forty nine and the Society intends to construct buildings for Backward classes thereon.

AND WHEREAS the Society having applied to the Government for a loan to enable it to construct buildings for backward classes Government have sanctioned a loan of Rs. to be advanced by instalments subject to the conditions hereinafter mentioned upon its being secured by first mortgage of the said land and the buildings to be erected thereon in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH as follows :-

1. In consideration of the sum of _____ rupees (Rs.) paid as a first advance of the said first loan by the Registrar, Co-operative Societies on behalf of the Government to the Society (the receipt whereof the Society doth hereby acknowledge) and in consideration of the further sums not exceeding Rs. to be advanced subject to the fulfilment of the conditions on the part of the Society

hereinafter contained the Society doth hereby covenent with the Government as follows :-

(a) To pay to the Registrar on behalf of the Government the said sum of Rupees (Rs.) and such further sum not exceeding Rs. as may hereafter be advanced by the Government to the Society and (unless the principal moneys for the time owing can and shall be earlier demanded under the third clause hereof) to pay such sum and/or further sums by 15 annual instalments amounting to Rs. for principal in each year and to pay the first (or, the first and second)of such annual instalment of principal at the expiration of one year (or, two years)after the date of the said final advance to the Society and the subsequent instalments on the anniversary of the date of the said final advance in each subsequent year until the said fifteen instalments shall have been fully paid.

(b) To expend the whole of the said sum paid to the Society as first advance and of all subsequent advances under these presents upon the erection and completion of the said dwelling houses, sheds and barns and conveniences in connection therewith upon the said land described in the schedule hereto and to complete the said dwelling houses, sheds and barns fit for habitation in accordance with the lay-out and plans and estimates which have been or shall be hereafter approved by the Registrar, Co-operative Societies on behalf of Government.

2. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the Government shall not be under any obligation to advance any further sum of sums to the Society unless and until the Society shall produce a certificate of the that the expenditure on the said dwelling houses, sheds and barns or some of them has exceeded by at least fifty per cent, the sum or sums then advanced and unless and until the Society shall have satisfied the Registrar that the Society has a good title to the said land and unless and

until the Societ shall satisfy the Registrar that the Society's power of borrowing money under its byelaws will not be exceeded by any such subsequent advance and that the Society has not created any charge upon the said land or the buildings thereon in priority to this security.

3. PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AND DECLARED that if the Society shall make default in the payment of any instalment of principal on any of the days to be ascertained as aforesaid for the payment thereof in any year during the continuance of this security for the space of three calender months after the same shall have become due or if the Society shall commit any breach of its covenant contained in sub-clause (a) of the first clause hereof or of any of the covenants agreements and conditions hereinafter contained and on the part of the Society to be performed and observed or if an order shall be issued for the winding up of the Society or if the registration of the Society shall be cancelled by the Registrar of Co-operative Societies or the Societies shall be otherwise dissolved then and in any of such cases it shall be lawful for the Government at any time thereafter to demand immediate payment of the principal money then owing on the security of these presents and all such principal moneys (after deducting therefrom any instalment of principal) shall notwithstanding anything herein contained be deemed to have become due and payable accordingly on the date of service of such demand upon the Society. Provided always that the Registrar shall be entitled to give time to the Society, and if the Registrar shall so think fit to overlook any breach of covenant on the part of the Society and to condone the same at any time without in any way prejudicing the rights by this clause granted are reserved to the Registrar and which rights may notwithstanding

an, such condonation be thereafter at any time exercised by the Registrar.

4. For the consideration aforesaid the Society hereby grant and transfer unto the Government ALL that piece of land hereditaments and premises described in the Schedule hereunder written TOGETHER with all buildings and erection now or hereafter during the continuance of this security standing thereon and all fixtures AND all rights easements and appurtenances thereto belonging (hereinafter called "the mortgaged property" unless otherwise specified) to hold the same unto the Government absolutely~~, if the property is leasehold for all the unexpired residue of the terms of granted by the said Lease~~ subject to the proviso for redemption hereinafter contained.

*If the property is leasehol

~~And it is hereby agreed and declared that the moneys and all other moneys due under these presents and the security hereby constituted over the mortgaged property~~

5. PROVIDED ALWAYS AND it is hereby agreed and declared that if the Society shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount said loan and shall pay all costs, charges and expenses and expenses of the Government of and incidental to this Mortgage, the Government shall upon the request and at the costs, charges and expenses of the Society reassign and retransfer the mortgaged properties unto the Society and in the meantime and until default be made by the Society in payment of the said principal sum or any instalment thereof or interest thereon or any part thereof the Society shall remain in the possession or receipt of the rents and profits of said land hereditaments and premises.

6. The said loan and or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constitute

shall become enforcable forthwith in each and every of the following events:-

(a) If the Society shall fail to pay any instalment of principal as and when it may become due and payable.

(b) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or a Receiver thereof be appointed.

(c) If the Society shall commit the breach of any one of ther covenants or provisions herein contained and on its part to be observed and performed.

7. As soon as the loan or the balance thereof shall become payable and the security enforceable under the last preceding clause the Govt. shall be entitled (without being bound to do so) to take possession of the mortgaged properties and to release the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the Society.

8. If default shall be made in repayment of the loan or any part thereof on the days and in the manner aforesaid or if the security hereby constituted becomes enforceable in each and any of the events mentioned in clause 6 hereof the Government shall be entitled and shall have full power to sell without the intervention of the Court all or any of the Mortgaged properties either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the Mortgagee shall deem proper and the Government shall have full power to buy in or rescind or vary any contract for sale of all the Mortgaged properties or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect composition and for

and for the purpose aforesaid the receipt of the Govt. for the purphase money of the properties sold and for any other moneys ~~of~~ ~~xxx~~ paid to the Government shall effectually discharge the purchaser or other person or persons paying the same ~~the same~~ therefrom from being concerned to see the application or being answerable for loss or misapplication ~~xx~~ ~~xxxx~~ ~~xxxx~~ thereof AND IT IS HEREBY AGREED AND DECLARED that the provisions and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act, 1882, shall apply to this security.

9. AND IT IS HEREBY AGREED AND DECLARED that whenever any ~~xxxxxxxxxx~~ instalment of principal shall be in arrear the same may be recoverable from the Societies in the same manner as an arrear of land revenue under the provisions of the Bombay Land Revenue Code, 1879, and any amendments thereof: Provided Always that this clause shall not affect other rights powers and remidies of the Government.

10. The Society thereby covenants with the Government as follows :-

(a) That the Society has full power to grant and transfer the mortgaged property in manner aforesaid free from incumbrances.

(b) That the Society will at all times during the continuance of this security duly pay the rent or assessment for the timebeing payable in respect of mortgaged property and all Municipal taxes or Local Fund cess and other taxes and charges payable in respect thereof as and when the same shall become due.

(c)That the Society will at allt imes during the continuance of this security keep all buildings now or hereafter standing on the mortgaged property and every part thereof in a good state of repair and condition AND that if default shall at any time be made by the Society in keeping the said buildings or any part thereof in good and substantial repair

it shall be lawful for the Government to repair and keep in repair the same and to pay all ~~ax any of the said~~ moneys necessary for such ~~purchases~~ repairs AND that all moneys expended by the Government for such purposes shall on demand be repaid to the Government by the Society and until such repayment the same shall be a charge upon all the mortgaged property and shall be deemed to be part of the mortgage- money hereby secured. ~~secured.~~

(d) That the Society and every other person having or claiming any estate or interest in the mortgaged property or any part thereof will at all times at the cost until foreclosure or sale of the Society and afterwards at the costs of the persons or persons requiring the same and do and execute or cause to be done and executed all such acts and assurances for further assuring the mortgaged property or any part thereof to the Government as shall be reasonably required.

(e) That the Society shall from time to time permit the Registrar or any person appointed by him to inspect the State and condition thereof for the purpose of ascertaining that the mortgaged property and the covenants and conditions of these presents have been observed and performed and that the same is used and occupied in accordance with the and with any Regulations approved by the Registrar and applicable to the * *Society By-laws of the Society and the Society shall from time to time furnish to the Registrar such written reports and statemrnts relating to the use and occupation of the mortgaged property and the terms and conditions thereof as may be required.

11. IT IS HEREBY AGREED AND DECLARED that any powers conferred upon or exercisable by the Government under these presents or otherwise and any demand notice consent or other document to be given to or served upon the Society may be exercised given or served by the Government or by any officer of any Department of the

Government and any such demand notice consent or document shall be deemed to have been duly given or served if sent by registered post to the registered address for the time being of the Society or if delivered at such office.

12. The ~~mortgagor~~ Society shall pay all costs, charges and expenses incidental to the preparation, execution, stamping and registration of these presents.

IN WITNESS WHEREOF THE Common Seal of the Society has been hereunto affixed and the Secretary of the Society and two members of the Committee of the Society have hereunto set their hands the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

The Common Seal of the_____ Limited was affixed hereto pursuant to a resolution duly passed at a meeting of the Committee of the Society held on the_____ day of_____ one thousand nine hundred and fourtynine, in the presence of:

1. _____ Secretary.

2._____

and 3._____ Members.

Form. E.

THIS INDENTURE made the day of one thousand nine hundred and forty nine Between . (Hereinafter called "the Borrower" which expression shall include where the context so admits his heirs, executors administrators and assigns) of the one part and Governor of Bombay (hereinafter called "The Government" which expression shall include where the context so admits his successors and assigns) of the other part.

WHEREAS the Borrower is entitled to the land described in the Schedule hereto under a (conveyance deed of sale, lease or agreement as the case may be) dated the day of one thousand nine hundred and forty nine and the Borrower intends to construct a house for himself thereon.

AND WHEREAS the Borrower having applied to the Government for a loan, to enable him to construct a house as aforesaid, the Government has sanctioned a loan of Rs. to be advanced by 16 instalments subject to the conditions hereinafter mentioned upon its being secured by a first mortgage of the said land and the buildings to be erected thereon in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS follows:-

1. In consideration of the sum of rupees (Rs.) paid as a first advance of the said loan by the Registrar, Co-operative Societies on behalf of the Government to the Borrower Society (the receipt whereof the Borrower doth hereby acknowledge) and in consideration of the further sums not exceeding Rs. to be advanced subject to the fulfilment of the conditions on part of the Borrower hereinafter contained the Borrower doth hereby covenant with the Government as follows:-

(a) To pay to the Registrar on behalf of the Government/Myanmar the said sum of rupees (Rs.) and such further sum not exceeding Rs. as may hereafter be advanced by the Government to the Borrower and (unless the

principal money for the time being owing can and shall be earlier demanded under the third clause thereof) to pay such sum and further sums by 15 annual instalments amounting to Rs. for principal in each year and to pay the first (or, the first and second) of such annual instalments of principal at the expiration of one year (or, two years) after the date of the said final advance to the Borrower and the subsequent instalments on the anniversary of the date of the said final advance in each subsequent year until the said fifteen instalments shall have been fully paid.

(b) To expend the whole of the said sum paid to the Borrower as first advance and of all subsequent advances under these presents upon the erection and completion of the said dwelling house, ~~thereto~~ and conveniences in connection therewith upon the said land described in the Schedule hereto in accordance with the lay-out and plans and estimates which have been or shall be hereafter approved by the Registrar, Co-operative Societies on behalf of Government.

2. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the Government shall not be under any obligation to advance any further sum or sums to the Borrower unless and until the Borrower shall produce a certificate of the that the expenditure on the said dwelling house, exceeded by at least fifty percent. the sum or sums then advanced and unless and until the Borrower shall have satisfied the Registrar that the Borrower has not created any charge upon the said land or the buildings thereon in priority to this security.

3. PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AND DECLARED that if the Borrower shall make default in the payment of any instalment of principal on any of the days to be ascertained as aforesaid for the payment thereof in any year during the continuance of this security

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for the space of three calendar months after the same shall have become due if the Borrower shall commit any breach of his convenant contained in sub-clause (a) of the first clause hereof or of any of the covenants agreements and conditions hereinafter contained and on the part of the Borrower to be performed and observed then and in any of such cases, it shall be lawful for the Government at any time thereafter to demand immediate payment of the principal money then owing on the security of those presents and all such principal moneys (after deducting therefrom any instalment of principal) shall notwithstanding anything herein contained be deemed to have become due and payable accordingly on the date of service of such demand upon the Borrower. Provided always that the Registrar shall be entitled to give time to the Borrower and if the Registrar shall ~~xxxx

that if the Borrower shall duly comply with the terms on which the said loan has been granted and shall duly repay the said loan and shall pay all costs, charges and expenses of the Government of an incidental to this Mortgage, the Government shall upon the request and at the costs, charges and expenses of the Borrower reassign and retransfer the mortgaged properties unto the Borrower and in the meantime and until default be made by the Borrower in payment of the said principal sum or any instalment thereof or interest thereon or any part thereof the Borrower shall remain in the possession or receipt of the rents and profits of the said land hereditaments and premises.

7. The said loan or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events:-

(a) If the Borrower shall fail to pay any instalment of principal, as and when it may become due and payable.

(b) If the loan is utilised for a purpose other than that for which it was given.

(c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or Receiver thereof be appointed.

(d) If the Borrower shall commit breach of any one of the covenants or provisions herein contained and on his part to be observed and performed.

(e) If the Mortgagor adjudicated insolvant.

8. As soon as the loan or the balance thereof shall become payable and the security enforceable under the last preceding clause the Government shall be entitled (without being bound to do so) to take possession of the mortgaged properties and to realise the same and quietly to hold and enjoy the same and received the income and profits thereof without any interruption or disturbance

by the....

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by the Borrowers or any other person whatsoever claiming under the Borrower.

9. If default shall be made in repayment of the loan or any part thereof on the days and in the manner aforesaid or if the security hereby consituted become enforceable in each and any of the events mentioned in clause 4 hereof the Government shall be entitled and shall have full power to sell without the intervention of the Court all or any of the Mortgaged properties either by public auction or by private contract and ~~x~~ ~~xit~~ either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or other wise as the ~~Mortgagee~~ Government shall deem proper and the Government shall have full power to buy in or rescind or vary any contract for sale of all the Mortgaged properties or any part thereof and to resell the same without being respondible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the Government for the purchase money of the properties sbld and for any other moneys paid to the Government shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof AND IT IS HEREBY AGREED AND DECLARED that the provisions and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act,1882, shall apply to this security.

10. AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of principal shall be in arrear the same may be recoverable from the Borrower in the same manner as an arrear of land revenue under the provisions of the Bombay Land Revenue Code,1879, and any amendments thereof: Provided Always that this clause shall not effect other rights powers and remedies of the Government.

11. The ~~Society~~ Borrower hereby covenants with the Government as follows:-

(a) That the Borrower/~~Society~~ has full power to grant and transfer the mortgaged property in manner aforesaid free from incumbrances.

(b) That the ~~Society~~ will at all times during the continuance of this security duly pay the rent or assessment for the time being ~~being~~ payable in respect of mortgaged property and all Municipal taxes or Local Fund cess and other taxes and charges payable in respect thereof as and when the same shall become due.

(c) That the Borrower/~~Society~~ will at all times during the continuance of this security keep all buildings now or hereafter standing on the mortgaged property and every part thereof in a good state of repair and condition AND that if default shall at any time be made by the Borrower/~~Society~~ in keeping the said buildings or any part thereof in good and substantial repair it shall be lawful for the Government to repair and keep in repair the same and to pay all moneys necessary for such purposes AND that all moneys expended by the Government for such purposes shall on demand be repaid to the Government by the Borrower/~~Society~~ and until such repayment the same shall be a change upon all the mortgaged property and shall be deemed to be part of the mortgage money hereby secured.

(d) That the Borrower/~~Society~~ and every other person having or claiming any estate or interest in the mortgaged property or any part thereof will at all times at the cost until foreclosure or sale of the Borrower/~~Society~~ and afterwards at the cost of the person or persons requiring the same do and execute or cause to be done and executed all such acts and assurances for further assuring the mortgaged property or any part thereof to the Government as shall be reasonably required.

(e) That the Borrower/~~Society~~ shall from time to time permit the Registrar ~~or Assistant Registrar~~ or any person appointed by him to inspect the mortgaged property and the state and condition thereof for the purpose of ascertaining that the covenants and conditions of these presents have been observed and performed and that the same is used or occupied ~~in accordance with the By-laws~~

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of the ~~Society and with~~ Borrower any Regulations approved by the Registrar ~~and applicable to the Society~~ and the Society shall from time to time furnish to the Registrar such written reports and statements relating to the use and occupation of the mortgaged property and the terms and conditions thereof as may be required.

12. IT IS HEREBY AGREED AND DECLARED that ~~any~~ any powers conferred upon or exercisable by the Government under these presents or otherwise and any demand notice consent or other documents to be given to or served upon the ~~Society~~ Borrower may be exercised given or served by the Government or by any officer of any Department of the Government and any such demand notice consent or document shall be deemed to have been duly given or served if sent by registered post to the registered address for the time being of the ~~Society~~ Borrower or if delivered at such ~~office~~.

13. The Borrower shall pay all costs, charges and expenses of the incidental to the preparation, execution, stamping and registration of these presents.

In witness whereof the borrower has set his hand hereto, the day and year first above written.

The Schedule referred to above.
(Particulars of land)

Signed sealed and delivered
by the abovenamed in the
presence of

1. Witnesses:-(1)

(2)

2.

£ 1 7097-

Legal Department.

It is presumed that the building sites will be granted subject to the provisions of the Bombay Land Revenue Code and the Bombay Land Revenue Rules.

2. Revised forms C and E are appended.

3. The rules being administrative, it is not necessary for this department to approve the same.

RN 29/9

Solicitor to Government.

U.R.to R.D. No. 11009/004, dated the 30th September 1949.

KML/
MB
28/9

Issued
OSP
30/9

Submitted after issue
File in Agn Meeting

MKP
4/10

Schr. BN 4/10

Agn. Meeting
6/10

C-1.217

THIS INDENTURE made the day of one thousand nine hundred and forty Between THE LIMITED, a Society registered under the Bombay Co-operative Societies Act, 1925, and having its registered office at (hereinafter called " The Society" which expression shall, unless the context does not so admit, include its successors and assigns) of the one part and the GOVERNOR OF BOMBAY (hereinafter called " the Mortgagee which expression shall, unless the context does not so admit, include his successors and assigns) of the other part.

WHEREAS the Society is seized and possessed of and otherwise entitled to occupy the piece of land particularly described in the Schedule hereunder written on the terms and condition contained in the Sanad dated the day of one thousand nine hundred and forty ..... granted by the Collector of Ahmednagar to the Society.

WHEREAS the Society laid out the said land as a building area and divided the same into plots for being let out to its members to enable them to build dwelling houses thereon either with or without the aid of loans from the Society such dwelling houses to be erected in accordance with the lay-out plan approved by the Executive Engineer, Ahmednagar (hereinafter called " The Executive Engineer") .

AND WHEREAS the Society applied to the Government of Bombay (hereinafter called "The Government") for a loan for the aforesaid purposes.

AND WHEREAS the Government has sanctioned the grant of a loan of Rs. to the Society to be lent and advanced by two instalments subject to the conditions hereinafter contained upon the

repayment of the same being secured by a first mortgage of the said land together with the buildings now or at any time hereafter erected thereon with the aid of the said loan.

AND WHEREAS the first instalment of Rs. in respect of the said loan has been paid to the Society by the Registrar of Co-operative Societies (hereinafter called " The Registrar") on behalf of the Government.

NOW THIS INDENTURE WITNESSETH as follows :-

1. In consideration of the said sum of Rupees to the Society paid by Registrar on behalf of the Government on or before the execution of these presents (the receipt whereof the Soeiety doth hereby admit and acknowledge) and in consideration of any further sum not exceeding Rs. to be hereafter advanced subject to the fulfilment of the conditions (hereinafter called " the final instalment of the loan") the Society doth hereby covenant with the Mortgagee as follows :-

(a) To pay to the Registrar on behalf of the Government the said sum of Rs..... and also the final instalment of the loan (if advanced as aforesaid) in 20 equal and yearly instalments of principal and interest amounting (if the full amount of Rs..... shall be advanced) to Rs.... unless the principal moneys for the time being owing on this security can and shall be earlier demanded under the second clause hereof and pay the first of such yearly instalments of principal and interest at the expiration of two years after the date of payment to the Society of the final instalment of the loan (the interest thereon) for the precedin

two years being included in such first instalment of principal and interest and to pay the next yearly instalment one year thereafter and to pay all subsequent yearly instalments upon the corresponding dates in each subsequent year until the whole of the said twenty yearly instalments of principal and interest shall have been paid.

(b) To continue to pay to the Registrar on behalf of the Government interest on the said sum of Rs..... already advanced as aforesaid at the rate of $3\frac{1}{8}$ percent per annum without any deduction on the.... day of ..... in each year until the date of payment of the final instalment of the loan (the next payment to become due and payable on the .... day of .... and the last payment for any intervening period between any yearly date aforesaid and the date of the final instalment of the loan to be made on the date when the first yearly instalment of principal and interest shall became due as aforesaid).

(c) At all times after the date of the final instalment of the loan and so long as any principal moneys shall remain owing on this security to pay interest thereon in each year at the rate aforesaid except so far as such interest or any part thereof shall be included in any instalment of principal and interest paid by the Society under the preceding covenant (a)

(d) To expend the whole of the said sum of Rs... paid to the Society as the first instalment and also the final instalment of the loan (if advanced) in making advances to Members of the Society to enable them to erect dwelling houses on such plots and to complete or cause to be completed by such members the said dwelling houses fit for habitation in accordance with the lay-out

and plans and estimates which have been or shall be hereafter approved as aforesaid on behalf of the Government on or before the day of one thousand nine hundred and forty

2. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if the Society shall make default in the payment of any instalment of principal and interest or of any instalments of interest payable under sub-clause (a) or (b) of the first clause hereof or of any part thereof respectively on any of the days to be ascertained as aforesaid for the payment thereof in any year during the continuance of this security for th space of three calender months after the same shall have become due or if the Society shall commit any breach of its covenant contained in sub-clause (d) of the first clause hereof or of any of the covenants agreements and conditions hereinafter contained and on the part of the Society to be performed and observed or if an order shall be issued for the winding up of the Society or if the Registration of the Society shall be cancelled by the Registrar or the Society shall be otherwise dissolved then and in any of such cases it shall be lawful for the Government at any time thereafter to demand immediate payment of the principal money then owing on the security of these presents and all such principal moneys and the interest thereon at the rate aforesaid from the dates of the respective advances to the Society (after deducting therefrom any instalment of principal and interest or any instalment of accumulated interest paid by the Society) shall notwithstanding anything herein contained be deemed to have become due and payable accordingly on the date of service of such demand upon the Society. Provided that the Government shall be entitled to

to give time to the Society and if the Government shall so think fit to overlook any breach of covenant on the part of the Society and to condone the same at any time without in any way prejudicing the rights by this clause granted and reserved to the Government and which rights may notwithstanding any such condonation be thereafter at any time exercised by the Government.

3. PROVIDED ALWAYS and it is hereby agreed that if the final instalment of the loan is not advanced to the Society for any reason whatsoever then the amount of each of the said yearly instalments of principal and interest shall be proportionately reduced to such amount as may be determined by the Government.

4. PROVIDED ALWAYS and it is hereby agreed that if the final instalment of the loan shall not have been advanced to the Society for any reason whatsoever within years from the date hereof and if the whole of the principal and moneys for the time being owing on this secur shall not have became payable under the second clause hereof . The Government shall determine the date upon which the first of the said 20 yearly instalments of principal and interest in respect of the said sum of Rs. shall be paid by the Society and thereupon the covenant in sub-clause (c) of the first clause hereof shall b deemed to be varied accordingly and the Society shall accordingly and the Society shall in accordance with sub-clause (b) of the first clause hereof continue to pay interest at the rate aforesaid upto the date so determined by the Government for the payment of the first instalment of principal and interest.

5. FOR the consideration aforesaid the Society doth hereby grant convey and transfer unto the mortgagee ALL that piece of land hereditaments and premises described in the first schedule hereunder written together with all buildings and erections now or hereafter during the continuance of this security standing thereon and all fixtures (other than tenants fixtures) and appurtenances thereof AND all rights easements and appurtenances thereto belonging (hereinafter called " the mortgaged property" unless otherwise specified) to hold the same unto the mortgagee absolutely subject to the proviso for redemption hereinafter contained.

6. PROVIDED ALWAYS and it is hereby agreed and declared that upon payment of the said principal moneys with interest thereon in the meantime at the rate aforesaid and any other moneys secured by these presents the Society shall be entitled at its request and cost to a transfer of the mortgaged property to the Society or to such persons or person as the Society shall direct.

7. IT IS HEREBY AGREED AND DECLARED that it shall be lawful for mortgagee without the intervention of the Court to sell or concur with any other person in selling the mortgaged property or any parts thereof either together or in lots and either by public auction or private contract and either with or without such special conditions or stipulations as to title or evidence or commencement of title or other matters as the Government may deem proper with power to buy in at any sale by auction and rescind or vary any contract for sale and to resell without being responsible for any dimunution in price or loss occasioned thereby and with power to execute assurances and to give effectual receipts for the purchase money to do all other

acts and things as the Government shall think fit or proper PROVIDED ALWAYS and it is hereby agreed and declared that the power of sale hereby conferred shall not be exercised unless and until one of the following events shall have happened namely :-

(a) Notice in writing requiring payment of the principal moneys for the time being owing on this security shall have been served on the Society and default shall have been made in payment of such principal moneys or of any part hereof for three calender months after such service or

(b) Some interest under this mortgage amounting at least to 300 rupees is in arrear and unpaid for three calender months after becoming due.

AND IT IS HEREBY AGREED AND DECLARED that the provisions and trusts ancillary to the power of sale which are contained in section sixty-nine of the Transfer of Property Act, 1882 shall apply to this security.

8. PROVIDED NEVERTHELESS and it is hereby agreed and declared that nowithstanding anything herein contained the society with the previous consent in writing of the Registrar shall be entitled to enter into agreement with members of the society subject to the byelaws and regulations of the Society for the sale to such members or to the demise to such members of any plot or plots of land being part of the mortgaged property with the buildings standing and being thereof provided that the mortgagee shall be a necessary party to any such Deed of sale or Lease and Provided Nevertheless that the purchase price or any premium so agreed to be paid by any member so agreeing to purchase or lease as aforesaid such plot or plots from the Society shall be paid to the Government and not to the Society whether the amount or purchase price or primium shall be agreed

to be paid in one lump sum or by instalments and such purchase money or instalments or purchase money or premiums shall be received by the Government and applied in reduction of the principal moneys and interest remaining due and owing under these premises. So long as any principal moneys remain due and owing to the Government upon the security of these presents no part of such purchase price or any instalments thereof shall be received or retained by the Society but the same shall always be forthwith paid and handed over to the Government to be applied as aforesaid.

9. It is hereby agreed on behalf of the Government for the purpose of the last preceding clause and any similar occasion that the Society shall be entitled at any time upon giving one month's previous notice in writing to the Registrar on behalf of the Government to pay to the Government any sum or sums of money by way of repayment of the principal moneys or part thereof secured by these presents and then due or owing to Government.

10. The Society hereby covenants with the Government as follows :-

(a) That the Society has full power to grant and transfer the mortgaged property in manner aforesaid free from incumbrances.

(b) That the Society will at all times during the continuance of this Security duly pay the rent or assessment for the time being payable in respect of Mortgaged property and all Municipal taxes or Local Fund cess and other rates, taxes and charges payable in respect thereof as and when the same shall become due.

(c) That the Society will at all times during the continuance of this security keep or cause to be kept all buildings now or hereafter standing on the mortgaged property and every part

thereof in a good state of repair and also insure or cause to be insured against loss or damage by fire to the full value thereof above plinth level in some Insurance Office to be approved in writing from time to time by the Registrar and will forthwith endorse over the policy or policies of insurance or otherwise transfer the same or take such steps as may be required to have the same endorsed or transferred into the name of the mortgagee and will punctually pay or cause to be paid all premiums or sums of money necessary for effecting and keeping up such insurance and will produce to the Registrar the receipt for every such payment seven days at least before the same shall respectively become due to the Insurance Company AND that if default shall at any time be made by the Society in effecting or keeping up such insurance as aforesaid or causing the same to be effected and kept up or in producing or causing to be produced to the Registrar the receipts for the payment of premium at the time aforesaid or in keeping or causing to be kept the said buildings or any part thereof in good and substantial repair it shall be lawful for the Registrar to insure and keep insured all or any of the said buildings or any part thereof to the value aforesaid or (as the case may be) to repair and keep in repair the same and to pay all premiums or moneys necessary for such purposes. AND that all moneys expended by the Registrar for such purposes together with interest thereon at the rate aforesaid from the time of the same respectively having been so expended shall on demand be repaid to the Registrar by the Society and until such repayment the same shall be a charge upon all the mortgaged property and shall be deemed to be part of the mortgage money hereby

secured. And it is hereby agreed and declared that all sums of money received by virtue of any such insurance in respect of the destruction or damages by fire of the said buildings and erections shall at the option of the Registrar either be applied in or towards substantially rebuilding, reinstating and repairing the said building or such part thereof as shall have been destroyed or damaged or in or towards the payment of the principle moneys and interest owing on this security.

(d) That the Society shall from time to time permit the Registrar or any person appointed by him to inspect the mortgage property and the state and condition thereof for the purpose of ascertaining that the convenants and conditions of these presents have been duly observed and performed and that the mortgaged property is used or occupied in accordance with the byelaws of the Society and with any regulations approved by the Registrar and applicable to the Society and the Society shall from time to time furnish to the Registrar such written reports and statements relating to the use and occupation of the mortgage property and the terms and conditions thereof as may be required.

11. Notwithstanding any thing herein contained it shall be lawful for the society from time to time and at any time before any principal moneys shall have become payable for shall have been demanded under the provisions herein-before contained to enter into agreements in the form appended hereto to make advances to members for the time being of the Society and in accordance with the byelaws of the Society for the purpose of building, dwelling houses upon the mortgage property and for the ultimate lease of the said plots to such members provided never-

nevertheless that no lease of the mortgage property shall either in accordance with the provisions of such agreements or otherwise granted by the Society to any such members or to any other persons except with the previous consent in writing of the Government, such consent being evidenced by the mortgagee being a party to and confirming any such demise. PROVIDED ALWAYS that if the society shall at any time commit a breach of the conditions contained in this clause the same shall be deemed to be a default on the part of the Society within the meaning of the clause 3 of these presents, and shall entitle the Government forthwith to demand immediate repayment of the principal money then owing on the security of these presents and interest thereon at the rate aforesaid.

12. Save as in these presents, herein before provided the Society shall have no right to grant or agree to grant any lease or leases of any part of the mortgaged property.

13. IT IS HEREBY AGREED AND DECLARED that any powers conferred upon or exercisable by Registrar or the Government under these presents or otherwise and any demand notice consent or other document to be given to or served upon the Society may be exercised given or served by the Registrar or any Officer appointed by the Registrar and any such demand notice consent or document shall be deemed to have been duly given or served if sent by Registered Post to the Registered Address for the time being of the Society or if delivered at such office.

IN WITNESS WHEREOF THE Common Seal of the Society has been hereunto affixed and two members of the Committee of the Society and the Secretary of the Society have hereunto set their hands the day and the year first above written.

THE FIRST SCHEDULE ABOVE REFERENCE TO.

Description of the property

(Incepts) - 1 The Second Schedule Above Referred To

Draft Agreement.

The Common Seal of the limited was affixed hereto pursuant to a resolution duly passed at a meeting of the Committee of the Society held on the day of One thousand nine hundred and forty in the presence of :-

_____ Chairman of the Society

and _____ Two members of the Committee of the Society.

and _____

Received on behalf of the _____ limited from the Governor of Bombay on the _____ day of _____ One thousand nine hundred and forty _____ the sum of Rupees _____ and on the _____ day of _____ one thousand nine hundred and forty ____ the sum of Rupees _____ making together the consideration above expressed to have been paid by the Governor of Bombay to the Society.

_____

Chairman of the Society.

_____

and

_____

Two members of the Committee of the Society.

1919

81 1929.

THIS MORTGAGE made the day of
One thousand nine hundred and forty-nine BETWEEN
residing at in the taluka
of the district. (hereinafter called "the borrower" which expression, unless excluded by or repugnant to the context, shall be deemed to include his heirs, executors, administrators and assigns) of the one part and the Society, a society incorporated and registered under the Bombay Co-operative Societies Act, 1925 and having its registered office at (hereinafter called "the Mortgagee" which expression, unless excluded by or repugnant to the context shall be deemed to include its successors and permitted assigns) of the other part.

WHEREAS the Mortgagor is a member of Mortgagee Society and is the holder of — shares in the Mortgagee Society and has been allotted the piece of land described in the schedule hereto for the purposes of constructing a building thereon.

AND WHEREAS the Mortgagor has applied to the Mortgagee for a loan of Rs. for the purposes of constructing a building thereon.

AND WHEREAS the Mortgagee has agreed to advance to the Mortgagor the sum of Rs. to be paid in two instalments upon the Mortgagor having agreed to secure repayment thereof in the mannar hereinafter prescribed.

(A) NOW THIS MORTGAGE WITNESSETH as follows:-

In pursuance of the said agreement and in consideration of the sum of Rs. paid as first advance of the said loan by the Mortgagee to the Mortgagor (the receipt whereof the Mortgagor doth hereby acknowledge) and in consideration of future sums not exceeding Rs. to be advanced ~~in~~ subject to the fulfilment of the conditions on the part of the Mortgagee hereafter contained, the Mortgagor hereby convenants with the Mortgagee as follows:-

Repayment by instalments.

1. To repay to the Mortgagee the sum of Rs. by the instalments and in the manner and on the dates particulars of which are set out in the Second Schedule attached hereto which sum includes capital and interest as is provided by the byelaws of the Mortgagee Society from time to time until the whole amount shall be paid.

Penal interest.

2. If default shall be made in payment of any instalment as aforesaid or any part thereof on the days appointed for payment thereof, the Mortgagor will pay to the Mortgagee such interest thereon as is provided by the byelaws of the Mortgagee Society from time to time on the days aforesaid so long as any instalment or any part thereof shall remain unpaid at the rate aforesaid to be computed from the date upon which such instalment or part thereof should have been paid.

Without prejudice to other remedies.

3. The provision contained in clause A-2 hereof shall not in any manner prejudice or interfere with the power of sale (if any) or other powers and remedies herein contained for securing or recovering the principal sum and interest intended to be hereby secured.

Default.

4. If the Mortgagor shall make default in payment of any instalment as aforesaid or any part thereof for the space of three calender months after the same shall become due or shall commit any breach of any of the Mortgagor's convenants hereinafter contained or in case the buildings for the time being standing upon the land hereby transferred or expressed or intended so to be shall be wholly or partially destroyed by fire tempest accident or other wise then and in any of such cases the Mortgagor may demand payment of the said principal sum or the balance thereof outstanding at any time after such default or breach or the

total or partial destruction of the said buildings and the said principal sum or the balance thereof shall be deemed to have become payable accordingly on such default or breach or total or partial destruction of the said buildings as the case may be-

Parcels. (B) AND THIS MORTGAGE ALSO WITNESSETH that in further pursuance of the said agreement and for the consideration aforesaid the Mortgage ~~and~~ doth hereby grant convey transfer and assure unto the Mortgage ALL AND SINGULAR the land and premises more particularly described in the First Schedule here under written TOGETHER WITH all buildings erections and fixtures which may be ~~acted~~ erected standing or placed thereon at the date thereof and during the continuance of this security AND all the estate right title interest claim and the demand of the Mortgagor ~~in~~ to and upon the said premises TO HOLD the said land and premises herein before expressed or intended to be hereby transferred (hereinafter called "the Mortgaged property) UNTO the Mortgagee for ever , subject to the proviso for redemption hereinafter contained

Proviso after Redemption. PROVIDED ALWAYS and it is hereby ~~it~~ agreed and declared that upon payment in manner aforesaid of the said instalments and all other monies secured by these presents and upon payment of all costs, charges and expenses of the Mortgagee of and incidental to this Mortgage, the Mortgagee shall be entitled at his request and cost to reassignment and transfer of the mortgaged property to him or to such persons or persons as he shall ~~me~~ direct.

(C) AND IT IS HEREBY AGREED AND DECLARED AS Follows:-

R Restriction on Borrower leasing. (a) The powers of leasing conferred on the Mortgagor by section 65-A of the Transfer of Property Act shall not be exercisable by the Mortgagor.

Lender not liable for loss. (b) The Mortgagee shall not be answerable for any involuntary loss happening in or by the exercise or execution of any power conferred on him by these presents or by statute or of any costs connected therewith.

Covenant to pay rates and taxes.

(D) AND THE MORTGAGOR DOTH HEREBY COVENANT with the Mortgagee that the Mortgagor will at all times during the continuance of the present security pay all rates taxes and assessment and will keep all

To repaid To insure.

buildings and erections now or hereafter during the continuance of the security standing on the land hereby transferred or intended so to be and every part thereof in a good state of repair and also insured against loss or damage by fire and other accidents in the sum of Rs. at the least in an Insurance Company to be approved in writing from time to time by the Registrar and will forthwith endorse over the policy or policies of insurance or otherwise transfer the same into the name of the Mortgagee or as may be directed by the Mortgagee and will punctually pay all premiax and sums of money necessary for effecting and keeping up such insurance and will produce to the Mortgagee the receipt for everyx such payment two days least before the same shall respectively become due to the Insurance Company AND that if default shall at any time be made by the Borrower in effecting or keeping up such insurance as aforesaid or in producing to the Mortgagee the receipts for payments of premia at the time aforesaid or in keeping the said buildings and erections or any part thereof in good and substantial repair it shall be lawful for the Lender to insure and keep insured all or any of the said buildings and erections or any part thereof in any sum not exceeding Rs. or (as the case may require) to repair and keep in repair the same and pay necessary for such purposes AND that all moneys premiax or moneys expended by the Mortgagee for such purposes together with interest thereon at the rate aforesaid from the time of the same respectively having been so expended shall on demand be repaid to the Mortgagee by the Mortgagor and until such repayment the same shall be a charge

Power to Lender to insure.

upon all the mortgaged property and shall be deemed to b part of the Mortgage money hereby secured AND all sums of money received by virtue of any insurance in respect of the destruction or damage by fire of the said buildings and erections shall at the opinion of the Mortgagee either be applied in or towards substantially rebuilding reinstating and repairing the said buildings and erections of such part thereof as shall have been destroyed or damaged or in or towards the payment of the principal money and interest owing on this security.

Attornment Clause.

(E) The Mortgagor hereby attorns and becomes tenant at will to the Mortgagee of the said premises at a proper corn rent during such time as the said sum of Rs. or any part thereof shall remain owing on this security but nothing in this clause shall prevent the Mortgagee from at any time entering on and taking possession of the said premises and terminating the tenancy hereby created.

Covenants for title.

(F) AND the Mortgagee DOTH HEREBY FURTHER COVENANT with the Mortgagee that the Mortgagor now hath full power to transfer the mortgaged property in manner aforesaid free from ~~xkmx~~ incumbrances AND that he and every other person having or claiming any estate right title or interest will at all times hereafter until foreclosure or sale at the cost of the Mortgagor and afterwards at the cost of the person or persons requiring the same do and execute or cause to be done and executed all such acts deeds and things for further or more perfectly transferring the mortgaged property or any part thereof to the Mortgagee as by him shall be reasonably required.

IN WITNESS whereof the above named Mortgagor has set his hand hereto the day and year first above writte.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Parcels).

(Instalments) THE SECOND SCHEDULE ABOVE REFERRED TO

SIGNED SEALED AND DELIVERED)
)
by the abovenamed)
)
in the presence of ..)
)
Witness;)
)

Witness;

Received of and from the
Society a sum of Rupees
being the amount of the)
)
loan expressed above to)
)
have been paid by the)
)
Society to the Mortgagor)
)
abovenamed.)

Mortgagor.

BRR
9/9/49.

87 235

Legal Department.

Revised Forms "A" and "C" are appended.

The form "B" as amended is in order.

RN 10/10

oc/ Solicitor to Government.

U.R. to R.D. No. 11329 ✓, dated the 11th October 1949.

Issued
CSP
11/10

I.A.O.
PGS
8/X/49

Submitted after issue

File in Agn Misc/Leg

PMP
12/10
Sohr BN. 12/10

Agn Misc/...
1:10